

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

As an employee, detailee or consultant of the Financial Crisis Inquiry Commission ("FCIC"), and in consideration of my continued employment, I agree as follows:

1. I am aware of the sensitive nature of the work of the FCIC and the heightened scrutiny to which the FCIC and its staff are subject. As a result, I am also aware of the need for procedures designed to maintain the confidentiality of its deliberative processes, the materials the FCIC receives, and procedures which it employs.
2. I acknowledge I will have access to material nonpublic information (including materials submitted to the FCIC in confidence, work product of the FCIC, material that I develop in connection with my work for the FCIC, and information regarding the internal workings of the FCIC). I also recognize that I may also have access to trade secrets, proprietary information, technical data, or computer software and documentation submitted to the FCIC by witnesses and other persons (collectively, all of the foregoing, "Confidential Information").
3. I agree not to disclose any Confidential Information outside the FCIC except as may be reasonably required in connection with the work of the FCIC, and then only to persons who are informed of the confidential nature of the material and agree to maintain the confidentiality thereof. I also agree to abide by any restrictive markings on any materials and information of which I become aware during my service to the FCIC. I further agree that I will only disclose, within and outside of the FCIC, any Confidential Information to persons not known to me to be restricted from receiving such Information, in accordance with applicable FCIC procedures. I also agree not to reproduce any Confidential Information except (i) for use within the FCIC, or (ii) as authorized by the Executive Director.
4. I also agree that, if I am requested to do so by the Executive Director, I will promptly return to the FCIC all Confidential Information that is in my possession, including electronic versions of such Information. I also will promptly return all tangible copies of those materials that are in my possession, and delete and completely erase all copies of any electronic files containing Confidential Information.
5. I agree to take all reasonable measures to prevent the inadvertent disclosure of Confidential Information to others, using at least the same degree of care as I use to protect my own confidential, proprietary, or trade secret information.
6. By executing this Confidentiality and Nondisclosure Agreement I agree that, in the course of performing my duties for the FCIC, I will not use my position, or any information contained in the Confidential Information, to further my own private interest, to further my business interest, or to further the private or business interests of another person or entity, whether through advice, recommendation, or by allowing the unauthorized disclosure of Confidential Information.
7. I also agree that I will not write about (including without limitation blogs, publications, social networking sites and other venues of public discourse), nor comment on (including speeches or interviews), the Commission's work or my role as participant until after February 11, 2011, which period may be extended by written notice for a reasonable period of time if deemed necessary by the Chairman in consultation with the Vice Chairman.

8. Except as I have disclosed to the Executive Director in writing, to the best of my knowledge, neither I nor any members of my immediate family have a material direct or indirect interest in any of the firms which are reasonably likely to become the focus of an FCIC investigation which conflict substantially, or appear to conflict substantially, with my duties as an employee of the FCIC. I agree that, if in the course of performing my duties with the FCIC, I become aware that my continued evaluation of Confidential Information would conflict with my own private interest, my business interest, or the private or business interests of an immediate family member, I will notify the Executive Director immediately in writing and recuse myself from receiving any Confidential Information concerning such firms in accordance with the FCIC's procedures.
9. Further, if I become aware of actions by any other person working with Confidential Information whose personal conduct may be in violation of the prohibitions in this Confidentiality and Nondisclosure Agreement, I will immediately notify the Executive Director or General Counsel of the Commission in writing of this possibility.
10. These restrictions on the disclosure of Confidential Information shall continue during and after my employment with the Commission without limitation (notwithstanding the termination of the restrictions in paragraph 7) but shall no longer be binding with respect to any Confidential Information which becomes available to the public (other than by my breach of this Confidentiality and Nondisclosure Agreement or by breaches by others of similar agreements), or at such time as disclosure of Confidential Information shall be authorized by the Executive Director.
11. I understand that violations of this Confidentiality and Nondisclosure Agreement are grounds for dismissal from my position with the FCIC.
12. Finally, I agree that because of the unique nature of the Confidential Information, the FCIC may suffer irreparable harm in the event I fail to comply with any of the terms of this Confidentiality and Nondisclosure Agreement and monetary damages and other remedies at law may not be adequate in the event of such a breach. Therefore, the FCIC shall be entitled to injunctive relief from such court or courts as shall have jurisdiction without the need to post a bond, and such injunctive relief shall be in addition to, and not in lieu of, other remedies available to the FCIC at law or in equity.
13. This Confidentiality and Nondisclosure Agreement is further to and in corroboration of any similar provisions in any employee manual or similar agreements by which I may be bound or become bound in the future in connection with my employment by the FCIC. This Confidentiality and Nondisclosure Agreement can only be modified by a written document, signed by me and in writing approved by the FCIC. Waiver of any breach of this Confidentiality and Nondisclosure Agreement shall not be a waiver of any subsequent breach.
14. If any one or more of the provisions contained in this Confidentiality and Nondisclosure Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or lack of enforceability shall not affect any other provisions of this Confidentiality and Nondisclosure Agreement, but this Confidentiality and Nondisclosure Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; or if any one or more of the provisions of this Confidentiality and Nondisclosure Agreement shall for any reason be held to be excessively broad, it shall be construed or modified so as to be enforceable to the extent compatible with the law and the intentions of the parties.

15. I have read this Confidentiality and Nondisclosure Agreement carefully and my questions, if any, have been answered to my satisfaction.

Printed name:_____

Signature:_____

Date:_____

Accepted:

Financial Crisis Inquiry Commission

By:_____

Date:_____